

Employment and Staffing

Other Than Full-time Career Employment

Summary of Changes. This regulation establishes the guidance for other than Full-time Career Employment Programs for California National Guard technicians.

Applicability. California National Guard Full-time Personnel Regulation (CNGFPR) applies to all California Army and California Air National Guard technicians and to commanders, managers and supervisors (military or civilian) with authority or responsibility over technician personnel management.

Proponent and Exception Authority. The proponent of this regulation is the Joint Force Headquarters, J-1, Directorate for Human Resources. The proponent has authority to approve exceptions to this regulation when they are consistent with controlling laws and regulations.

Supplementation. Supplementation of this regulation is prohibited.

Suggested Improvements. Users of this regulation are invited to send comments and suggested improvements to Joint Forces Headquarters, Directorate for Human Resources, 9800 Goethe Road, Sacramento, CA 95826-9101.

Distribution. Distribution of the regulation is Army - A and Air Force - F.

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1. Purpose.

This technician personnel regulation establishes the guidelines regarding the use of Part-time, Job-share, Seasonal, and Intermittent employees in the California National Guard.

2. References.

Section 3401-3408 of Title 5, United States Code, Public Law 95-437, and Part 340 of Title 5, Code of Federal Regulations (CFR).

3. Part-time Employment Defined.

A part-time permanent employee has a career or career-conditional appointment (or a permanent appointment in the excepted service), works between 16 and 32 hours each week (or between 32 and 64 hours a pay period) on a prearranged schedule, and is eligible for fringe benefits. Part-time permanent employees are eligible, on a prorated basis, for the same benefits as full-time employees, i.e., leave, retirement, and health and life insurance coverage.

4. Job Sharing Defined.

Job sharing is a form of part-time employment in which the schedules of two or more part-time employees are arranged to cover the duties of a single full-time position. Generally, a job sharing team means two employees at the same grade level but other arrangements are possible. Job sharers are subject to the same personnel policies as other part-time employees. Job sharing does not necessarily mean that each job sharer works half-time, or that the total number of hours is 40 per week.

5. Permanent, Indefinite, and Temporary Status.

Although this regulation discusses the use of Part-time, Job Share, Seasonal and Intermittent employees in the sense of a permanent status, similar provisions apply to Indefinite and Temporary employees. Indefinite and Temporary employees are entitled to the same benefits as similar employees hired performing a full-time work schedule.

6. Profiling the Part-time Position.

There is no law or regulation that limits part-time employment to specific jobs or grade levels. In fact, any job may be filled by a part-time employee or a team of job sharers when the arrangement meets the needs of the organization and the employee(s).

7. Appointment Procedures.

Appointment procedures for part-time employees are the same as for comparable full-time employees.

8. Benefits of Part-time/Job Sharing.

a. Employees, their managers, and agencies can benefit from using part-time work schedules. Employees could spend more time with their children, pursue educational opportunities, care for an aging parent or ill family member, participate in volunteer or leisure activities, or continue working when illness or physical limitations prevent working a full-time schedule. Managers and agencies could retain highly qualified employees, improve recruitment, increase productivity, and reduce absenteeism.

b. Job sharing offers additional benefits to managers and employees alike. Employees are provided the opportunity to work part-time in jobs where full-time coverage is required. Supervisors gain flexibility in managing their offices. Job sharing team members may bring a wide range of skills and strengths to a job, be able to fill in for each other's absences, and be able to work extra hours when there are unexpected workload surges.

9. Switching from Full-time to Part-time.

Employees should carefully consider all the personal issues involved in switching to a part-time or job sharing schedule, such as a reduction in pay, increased share of health insurance premiums, and the change in leave earnings. The first step is usually to discuss the idea with the immediate supervisor. Job sharing may be an option for an employee who wishes to reduce his or her hours but finds that such a schedule is inappropriate for his or her current position.

10. Part-time Hours.

To meet the needs of the office or the employee, an agency may temporarily or permanently change the total hours of a part-time employee. However, generally part-timers have schedules within the 16 to 32 hours-per-week range required by law.

11. Leave and Holidays.

a. Employees earn annual and sick leave on a prorated basis depending on the number of hours worked per pay period. An employee with less than 3 years of service earns 1 hour of annual leave for each 20 hours worked; with 3 but less than 15 years of service, the employee earns 1 hour for each 13 hours worked; and with 15 or more years of service earns 1 hour for each 10 hours worked.

b. Part-time employees earn 1 hour of sick leave for each 20 hours worked. Part-time employees are also eligible for other kinds of leave and are covered by the rules governing the Family and Medical Leave Act of 1993 and the Federal Employees Family-Friendly Leave Act.

c. If a holiday falls on a day the employee normally works, the employee is paid for the number of hours he or she was scheduled to work, not to exceed 8 hours, except for an employee on a compressed work schedule. A part-time employee is not entitled to a holiday which falls on a day the employee is not normally scheduled to work.

12. Retirement.

Retirement annuities are based on an employee's length of service and the highest annual base pay received for any three consecutive years. Each year of part-time service counts as one full year toward the length of service requirement. However, the annuity calculation for periods of part-time service after April 6, 1986, is prorated to reflect the difference between full-time and part-time service. Employees who are considering a change to a part-time work schedule should obtain an estimate of their retirement benefits from the Directorate for Human Resources.

13. Health Insurance.

Part-time permanent and indefinite employees who participate in the Federal Employees Health Benefits Program receive the same coverage as full-time employees but pay a greater percentage of the premium because the Government's share is prorated based on the number of hours the employee is *scheduled* to work each week. For example, an employee on a 20-hour-per-week schedule receives one-half the Government contribution towards the premium.

14. Life Insurance.

A part-time permanent or indefinite employee is eligible to participate in the Federal Employees Group Life Insurance Program. The amount of insurance for which an employee is eligible is based on the part-time employee's annual salary applicable to his or her tour of duty.

15. Qualification Determinations.

Part-time technician work is prorated for determining qualification requirements. For example, an employee who works 20 hours a week would receive credit for 6 months of experience at the end of 12 months of work.

16. Pay.

Gross pay is computed by multiplying the employee's hourly rate of basic pay by the number of hours worked during the pay period.

17. Reduction in Force.

In a reduction in force (RIF), part-time employees compete separately from full-time employees. A part-time employee can compete only for other part-time jobs and has no assignment rights to full-time positions.

Similarly, a full-time employee has assignment rights only to full-time positions and cannot displace a part-time employee.

18. Adverse and Performance-based Actions.

Part-time employees have the same rights as full-time employees when disciplinary actions or performance-based actions are taken against them. Adverse and/or performance-based actions include suspensions, removals, furloughs, and reductions in grade. A reduction in scheduled hours is not subject to adverse action procedures.

19. Service Credit.

A part-time employee earns a full year of service for each calendar year worked (regardless of schedule) for the purpose of computing dates for the following:

- a. Retirement eligibility.
- b. Career tenure.
- c. Completion of probationary period.
- d. Within-grade pay increases.
- e. Change in leave category.
- f. Time-in-grade restrictions on advancement.

20. Strength Accounting.

Regular hours worked by part-time employees count toward an agency's full-time equivalent (FTE) work year personnel ceiling. A part-time position counts as a percentage of a full-time job. For example, an employee who works 24-hours a week is counted as 0.6 FTE.

21. Characteristics of Successful Job Sharers.

The experience reported by other federal agencies of job sharing teams suggests that job sharers must be good communicators, be willing to consult and cooperate as members of a team rather than as competitors, be flexible, and have a strong commitment to the job and to making the job sharing arrangement work. They must have complementary knowledge, skills, and abilities as well as compatible work styles.

22. Position Descriptions.

a. When two job sharers at the same grade level are jointly responsible for all the duties and responsibilities of the full-time position, there is no need to restructure the position. Each team member should have a copy of the original position description to which a statement has been attached to show that the incumbent is a job sharer jointly responsible for carrying out all the duties and responsibilities of the position.

b. When the job sharers will be individually responsible for portions of the job, or when the job sharers are at different grade levels, separate position descriptions are required to reflect the actual duties and responsibilities of each employee. Each job sharer must have a position description that accurately reflects his or her duties and responsibilities.

23. Dividing and Sharing Responsibilities.

a. The decision on whether job sharers should be jointly responsible for the entire position or only for separate functions depends on the job and the abilities of the job sharing team. To determine the arrangement for a particular job, the supervisor (with assistance from the personnel office, if needed) should examine the position description and decide which tasks will be shared. In other words, some tasks may be handled by the team member on duty while other tasks may be handled by a specific individual based on his or her skills and experience. In some cases, tasks will be divided between the sharers, but overall responsibility for the position may be shared.

b. At one end of the spectrum is a clean division of duties between two people who have little or no interaction with each other. At the other end, two people are jointly responsible for each and every responsibility and function. Most job sharing arrangements will probably fall somewhere in between with the job sharers individually responsible for certain aspects of the job and jointly responsible for others. A good management practice is to have the supervisor and the job sharers sign a job sharing agreement. (See Appendix A.)

24. Scheduling Work Hours.

Specific work schedules depend on the nature of the job and the needs of the office and the job sharing team. Almost any reasonable arrangement is possible if it meets the needs of the supervisor and the job sharers. Scheduling should take advantage of the fact that two or more people rather than one are filling the job; these possibilities include overlapping time, split shifts, or working in different locations at the same time. Work

schedules for job sharers can be from 16 to 32 hours per week and can be varied in the same way as other part-time employees. Additionally, part-time employees are eligible to participate in flexible and compressed work schedules if the agency permits it. The number of scheduled hours each employee works as well as the amount of scheduled overlap time depends on the needs of the particular position and the resources available as determined by the agency. (See Appendix B.)

25. Performance Evaluations.

Each member of a job sharing team must have his or her own performance standards. These will be identical if the job sharers are jointly responsible for the entire position. Each job sharer must be evaluated separately although the evaluation will often be based on work to which both have contributed. To make the supervisor's job easier, it would be wise to build in a mechanism for determining the relative contributions of each job sharer.

26. Shared Space and Equipment.

The availability of space and equipment may be tight. Job sharers, who use the same desk, telephone, computer, etc., will need to agree on the basics so they do not lose time searching for or rearranging items.

27. Ending or Changing a Job Sharing Arrangement.

The decision to approve or to terminate an arrangement is at management's discretion. To avoid misunderstandings, this point should be made clear before the job sharers begin work. In addition, it should be decided in advance what will be done if one partner is unable to maintain the agreed-upon schedule, goes on extended leave, resigns or takes another job. It is wise to clearly state at the beginning whether the remaining partner will be expected to work full-time until another job sharer is found. If it is necessary to end a particular job sharing arrangement, the agency may reassign one or both of the job sharers to other part-time positions or to other full-time positions.

28. Seasonal Employment Defined.

Seasonal employment means annually recurring periods of work of less than 12 months each year. Seasonal employees are permanent employees who are placed in non-duty/non-pay status and recalled to duty in accordance with pre-established conditions of employment.

29. Intermittent Employment Defined.

a. Intermittent employment means employment without a regularly scheduled tour of duty.

(1) Appropriate use. An intermittent work schedule is appropriate only when the nature of the work is sporadic and unpredictable so that a tour of duty cannot be regularly scheduled in advance. When an agency is able to schedule work in advance on a regular basis, it has an obligation to document the change in work schedule from intermittent to part-time or full-time to ensure proper service credit.

(2) Noncompetitive movement. Intermittent employees serving under career appointment may move to other positions in the same way as other regular career employees.

FOR THE GOVERNOR:

WILLIAM H. WADE II
Major General
The Adjutant General

OFFICIAL:



STUART D. EWING
Captain, CA ANG
Deputy, Human Resources Officer

Appendix A

Sample One Job Sharing Agreement

MEMORANDUM FOR: HRO

FROM:

SUBJECT: Proposed Job Share for Employee A and Employee B

SUMMARY

This memorandum proposes the establishment of a job share for the position _____ currently encumbered by _____. The proposed job share would partner *Employee A* with *Employee B* in management of the _____ Program and the _____ Program. In addition to strengthening the staff, this action would ensure the retention of two highly experienced employees with specialized area and program backgrounds. The proposal has been discussed informally with the staff involved and they have concurred with the proposal. We ask that the action be approved under the terms and specifications suggested below.

BACKGROUND

This proposal is made as a one-year pilot project whose continuation will depend on a formal evaluation by management at the end of the 12-month period. If deemed successful by the evaluating elements, the arrangement would be continued indefinitely. In the unlikely event that the pilot is evaluated as unsuccessful, management would propose that the unit be combined with the Division staff and that all supervisory responsibilities would be assumed by the Division and Deputy Division Chiefs. In any event, the pilot project and any subsequent extension are proposed as experimental and non-precedent setting.

With regard to the assignment of responsibilities, supervisory and management assignments and scheduled work hours, we propose the following:

Employee A and *Employee B* will each work three days per week (48 total hours) with Wednesday as the overlapping day of the week.

Employee A will be assigned primary responsibility for the _____ Program. In that role, she will be the direct supervisor of the Program Officer and will rate her performance and approve her leave request. She will function as selecting officer for the position and any other position that might be assigned to the _____ Program in the future (subject to approval by the Division Chief). *Employee B* will have secondary responsibility for the _____ Program.

Employee B will be assigned primary responsibility for the _____ Program. In that role, she will be the direct supervisor of a still-unnamed Program Officer. She will also be the responsible supervisor for the Unit Secretary. She will rate the performance of both employees, approve their leave requests and serve as selecting officer for both positions (subject to approval by the Division Chief).

On the overlapping work day, management and supervisory responsibilities will not differ from the other days of the week. Each will report directly to the Division Chief or Deputy Division chief on activities that relate to their primary program assignments. In the absence of one job share partner on the overlapping work day (or any other day), accountability for the secondary program assigned is automatically assumed by the partner present.

All time and attendance recordkeeping and reporting for the Unit will be handled by the Division Secretary, with approval of the Division Chief or Deputy.

In the event that one of the job share partners decides to resign or transfer from the unit, the position will automatically revert to a full-time position with the expectation that the remaining job share partner will assume the full time requirements of the above position, including a 40-hour work week.

DISCUSSION OF CREDENTIALS

The candidates for this proposed job share are both exceptional employees with crucial backgrounds and experience and excellent performance records.

Employee A has been Unit Chief since March, 1990. She holds an MA in public administration and joined the Agency as a Presidential Management Intern in 1980, rotating through a number of Agency offices until she joined this Unit. She has a wide general knowledge of Agency exchange programs and is the expert on these programs.

Employee B holds an MA in Public Administration and joined the Agency as a Presidential Management Intern. She started work in the Bureau as a program officer, developing an impressive background and expertise in the area which lead to her promotion to Senior Program Officer. In order to assume a part-time schedule, she requested a voluntary reassignment where she is currently a program officer in the grants unit. She is eligible for re-promotion on a non-competitive basis. In her current position, she has accrued wide experience with its Programs and has some responsibility for unit affiliations, making her particularly valuable to the unit which has expanding programs.

ACTION REQUESTED

Management concurs with the establishment of a job share for the position under the conditions outlined above.

CONCUR _____ **Date** _____

Appendix B

Sample Two Job Sharing Agreement

To: HRO

From:

Re: Job Sharing

This represents an initial proposal for implementing job sharing for the position of Branch Manager. While job sharing may be done in many ways, the one we feel best relates to our situation as two equally qualified Branch Managers is to share between us one entire job, including all of its responsibilities and duties. Each of us will be accountable for everything.

Individual systems and methods will be integrated by consensus. A diary system is to be set up for all routines and strictly adhered to. At least one representative will attend all manager meetings, conferences and training seminars. Audit will be shared jointly except in areas that can be clearly distinguished. With respect to staff and personnel matters, there is a strong need for clear communication of joint expectations and objectives to all staff, open-door policy for staff, communication between partners and joint feedback, joint preparation of performance reviews and joint presentations. Campaigns will be the responsibility of both partners -- work schedules will accommodate peak periods and deadlines for major campaigns.

Both partners will take vacations at the same time or stagger their vacation, whatever method works best for the particular time chosen. The partners agree that any maternity leave would be limited to 17 weeks. The working partner would work full-time to cover the leave. Normal procedures are to be followed for sickness, operating short staffed unless unusual circumstances occur, in which case the other partner would cover.

The work schedule would be prepared one month in advance and a copy forwarded to the Manager for reference. All scheduling would be completed by the two partners and any necessary changes would be worked out between the partners.

Each partner will work two full days and one five-hour day. The excess cost would be \$2,581 per year in terms of salary. This does, however, allow for overlap of 2.5 hours per week, which we feel is important in making job sharing a success.

If one partner were to leave the agency or request full-time work, we propose that if a compatible partner could be found and it is agreeable to the employer and both employees, the system could continue. If no compatible partner is available, and an original partner left the agency, then the remaining partner would return to full-time employment. If one or both partners request full-time employment, then they would be considered for the next available opportunity.

We have given this concept a great deal of thought and are prepared to commit ourselves to job sharing for a period of five to ten years. We have known each other for four years and feel comfortable with each other. We have similar backgrounds with respect to education and bank management training. We want job sharing to work and we are both committed to work out any problems that may arise.

We agree to a four-month trial period with ongoing assessment and feedback from employer and partners. Customer assessment will be incorporated into the standard Customer Service Survey, and staff assessment will be incorporated into the standard Employee Relations Survey. Feedback modifications to the system are to be mutually agreed upon by both partners and employer. If the agency decides to terminate the Job Sharing Agreement, a notice period of eight weeks will be given, and both partners will be offered comparable full-time positions in the area or given a choice of part-time management if the individual desires.